

Exhibit A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

REDDIT, INC.

Plaintiff,

-against-

ANTHROPIC, PBC

Defendant.

Case No. ____

COMPLAINT

- 1. BREACH OF CONTRACT**
- 2. UNJUST ENRICHMENT**
- 3. TRESPASS TO CHATTELS**
- 4. TORTIOUS INTERFERENCE**
- 5. UNFAIR COMPETITION**

JURY TRIAL DEMAND

Action Filed: June 4, 2025
Trial Date: None Set

Case No.

COMPLAINT

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1 Reddit, Inc. (“Plaintiff” or “Reddit”), by and through its undersigned counsel, alleges as
2 follows against Anthropic, PBC (“Anthropic”).

3 **NATURE OF THE ACTION**

4 1. Anthropic is a late-blooming artificial intelligence (“AI”) company that bills itself as
5 the white knight of the AI industry. It is anything but. Anthropic says—often and loudly—that it
6 “prioritize[s] honesty” and is guided by “unusually high trust.” These claims are empty marketing
7 gimmicks. For example, Anthropic states that “it is not our intention to ‘train’ our models on
8 personal data[.]” Not so. Anthropic is in fact intentionally trained on the personal data of Reddit
9 users without ever requesting their consent. Anthropic claims it “honor[s] industry standard
10 directives in robots.txt[.]” Not so. Numerous websites have denounced Anthropic ignoring such
11 directives. In July 2024, Anthropic claimed, in response to Reddit’s public protests regarding
12 Anthropic’s misuse of Reddit content, that it had blocked its bots from accessing Reddit. Not so.
13 Anthropic’s bots continued to hit Reddit’s servers over one hundred thousand times. Anthropic
14 claims it has programmed its AI to “choose the response that is most respectful of everyone’s
15 privacy.” Not so. Unlike its competitors, Anthropic has refused to agree to respect Reddit users’
16 basic privacy rights, including removing deleted posts from its systems. Anthropic is in fact trained
17 on the most robust online discussion platform in the world—Reddit.com.

18 2. Anthropic suffers from corporate cognitive dissonance—its actions do not mirror its
19 claimed values. This case is about the two faces of Anthropic: the public face that attempts to
20 ingratiate itself into the consumer’s consciousness with claims of righteousness and respect for
21 boundaries and the law, and the private face that ignores any rules that interfere with its attempts to
22 further line its pockets. Reddit brings this action to stop Anthropic—who tells the world that it does
23 not intend to train its models with stolen data—from doing just that.

24 3. Founded in 2005, Reddit is one of the largest online discussion platforms in the
25 world, connecting over 100 million daily active unique users across hundreds of thousands of
26 “subreddits”, or communities of individuals with shared interests. Subreddits are defined, created,
27 and managed by Reddit users themselves, who vote and self-govern, establish community-specific
28 norms and rules, and share responsibility for how Reddit operates. In this way, Reddit has become

1 the home of authentic conversation on the internet. Reddit is thus the steward of one of the largest
2 datasets of natural human language discussion in existence.

3 4. Reddit's vast corpus of public content has enormous utility, including as a potential
4 source of inputs for training emerging large language AI technologies¹, like Anthropic's Claude
5 offering, and assisting AI technologies in generating answers to user queries. As Anthropic
6 explains, "[l]arge language models such as Claude need to be 'trained' on text so that they can learn
7 the patterns and connections between words."

8 5. But, like most communities, Reddit has rules governing the conduct of its visitors.
9 Those rules, which are clearly memorialized in Reddit's User Agreement (the "User Agreement"),
10 prohibit anyone, absent agreement from Reddit, from "commercially exploit[ing]" Reddit services
11 or content.² While Reddit has always been of the mind that its community should be open to all
12 humans looking for connection and community, it has never allowed its platform and the countless
13 communities who find a home on it to be appropriated by commercial actors seeking to create
14 billion-dollar enterprises and offering nothing in return to Reddit and its users.

15 6. In March 2023, Anthropic officially launched Claude, an AI-chatbot. The public has
16 limited, free access to Claude, but can also pay monthly for "Pro" access that purportedly allows for
17 more queries, faster processing, and priority access during high-traffic periods. Claude has
18 catapulted Anthropic into its valuation of tens of billions of dollars.


19 7. As far back as December 2021, though, Anthropic was already—without
20 authorization and in direct violation of Reddit's User Agreement—training Claude on Reddit users'
21 posts. As Anthropic researchers, including Anthropic CEO Dario Amodei, explained: "Training
22 [AI models] on large public preference modeling data sourced from e.g. . . . Reddit comments . . .
23

24 ¹ "Artificial Intelligence" or "AI" refers to the simulation of human intelligence processes by
25 computer systems. AI systems (sometimes referred to as "models") aim to mimic cognitive
26 functions such as learning, reasoning, understanding natural language, and even decision-making.

27 ² Reddit's User Agreement, available at <https://redditinc.com/policies/user-agreement>, has
28 been effective and in force since October 15, 2020. While the User Agreement has been revised
several times, each version contained materially the same terms of acceptance and restriction on
commercial use of Reddit. The latest effective version is attached hereto as Exhibit A.

1 significantly improves sample efficiency when subsequently finetuning on small preference
 2 modeling datasets.”³ In fact, Anthropic included Reddit datasets as one of the “good” samples” used
 3 to “finetune[]” its language model, specifically calling out a host of prominent subreddits used for
 4 training.⁴

5 8. Anthropic continues to publicly admit that it trains its AI technologies on Reddit
 6 content. And, were there any doubt, Claude confirms as much:

7  Were you trained, at least in part, on Reddit data?

8
 9 Yes, I was trained on at least some Reddit data as part of my broader training dataset.

10 9. In July 2024, in response to Reddit’s CEO’s statements that Anthropic has been
 11 unlawfully exploiting Reddit content, an Anthropic spokesperson claimed: “Reddit has been on our
 12 block list for web crawling since mid-May and we haven’t added any URLs from Reddit to our
 13 crawler since then.”⁵ That statement was false. Reddit’s audit logs show that Anthropic continued
 14 to deploy its automated bots to access Reddit content more than one hundred thousand times in the
 15 subsequent months.

16 10. The unauthorized commercial use of Reddit content harms Reddit, which has
 17 established a market for licensing content, through which Reddit imposes meaningful guardrails on
 18 the use of such content to protect both Reddit and its users. Other giants in the AI space understand
 19 and respect Reddit’s rules. That is why companies like OpenAI and Google have entered into formal
 20 partnerships with Reddit whereby they are permitted to use public Reddit content but only after
 21 agreeing to Reddit’s licensing terms that protect Reddit and its users’ interests and privacy. For its
 22 part, despite what its marketing material says, Anthropic does not care about Reddit’s rules or users:
 23 it believes it is entitled to take whatever content it wants and use that content however it desires,
 24 with impunity. Not so.

25
 26 ³ <https://arxiv.org/pdf/2112.00861> (last visited June 3, 2025).

27 ⁴ *Id.*

28 ⁵ <https://www.theverge.com/2024/7/31/24210565/reddit-microsoft-anthropic-perplexity-pay-ai-search> (last visited June 3, 2025).

1 11. Reddit brings this action to compel Anthropic to abide by its contractual and other
2 legal obligations and to seek damages for Anthropic's breaches of those obligations.

3 **THE PARTIES**

4 12. Plaintiff Reddit, Inc. is incorporated under the laws of the state of Delaware with a
5 principal place of business at 303 2nd Street, Suite 500S, San Francisco, California 94107. Reddit
6 hosts a platform available at www.reddit.com and through Reddit's mobile application (collectively,
7 the "platform"), which is home to thousands of communities, endless conversation, and authentic
8 human connection.

9 13. Defendant Anthropic, PBC is a public benefit corporation incorporated in Delaware
10 with a principal place of business 548 Market Street, PMB 90375, San Francisco, California 94104.

11 **JURISDICTION AND VENUE**

12 14. This action arises under the laws of the State of California and is within the subject
13 matter jurisdiction of the Court. The claims and amounts in controversy satisfy the requirements
14 for an unlimited civil case under the California Code of Civil Procedure.

15 15. This Court has personal jurisdiction over Defendant Anthropic, because it is
16 domiciled and has its principal place of business in San Francisco, California. *See* Cal. Civ. Proc.
17 Code § 410.10. Furthermore, Anthropic consented to personal jurisdiction in California by
18 accessing the platform and thus agreeing to be bound by the User Agreement, which provides that
19 "[a]ll disputes related to these Terms or the Services will be brought solely in the federal or state
20 courts located in San Francisco, California, and you consent to personal jurisdiction in these courts."
21 User Agreement § 13.

22 16. Pursuant to California Code of Civil Procedure Sections 395 *et seq.*, venue is proper
23 in the County of San Francisco, because Reddit and Anthropic maintain their headquarters in and
24 reside in this county.

FACTUAL ALLEGATIONS

A. Reddit Is Founded and Quickly Grows into One of the Largest Communication Platforms in the World

17. Founded in 2005 by Steve Huffman and his college roommate, Reddit is one of the largest online content platforms in the world, used by numerous individuals accessing the platform via over 100 million daily active unique identifiers.

18. Reddit comprises hundreds of thousands of online communities, also known as “subreddits” (with community names preceded by “r”, an abbreviation for Reddit), each devoted to the shared interests of its members. Subreddits cover an unlimited number of topics, ranging from r/quittingsmoking and r/funnyanimals to r/GriefSupport and r/worldnews. Reddit users (or “Redditors”) create and define subreddits, and establish community-specific rules and norms that are enforced by users known as moderators (or “mods”).

19. Within each subreddit, Reddit users can submit posts, which may include stories, links, images, polls, or videos, and can comment on and “upvote” or “downvote” content contributed by other users. Submissions with more upvotes appear towards the top of the subreddit page on which they were contributed and, if they receive enough upvotes, ultimately on the platform’s front page. Submissions with more downvotes become less visible, and ultimately collapse from view altogether.

20. Redditors use the platform pseudonymously, and have complete control over what and how much content they share. Reddit also strives to give its users meaningful control over their content and data once shared.

21. Reddit’s founders launched Reddit in June 2005 after receiving seed funding from the newly-founded start-up accelerator known as Y Combinator. The platform’s user base grew quickly, and by the end of 2006, Reddit had already become a multi-million dollar company, with Huffman serving as CEO. By 2008, Reddit saw exponential growth, and, by 2011, the platform reached over 1 billion views per month.

22. By 2014, Reddit was valued at nearly \$500 million and its platform achieved nearly 72 billion page views that year. That growth only continued, and in March 2024, Reddit had an IPO with a valuation of around \$6 billion.

B. Anthropic Is Born as a Public Benefit Corporation

23. Anthropic was founded in 2021 when former OpenAI employees decided they wanted to build their own AI company, supposedly to develop safer, more ethical AI technology. In order to promote this image, Anthropic chose to be incorporated as a public benefit corporation, stating its desire:

to balance the financial interests of the stockholders with the public benefit purpose specified in the corporation's certificate of incorporation, and the best interests of those materially affected by the corporation's conduct. The public benefit purpose stated in Anthropic's certificate is the responsible development and maintenance of advanced AI for the long-term benefit of humanity. This gives our board the legal latitude to weigh long- and short-term externalities of decisions—whether to deploy a particular AI system, for example—alongside the financial interests of our stockholders.⁶

24. Anthropic is governed by a Board of Directors, which is elected by both its stockholders and its Long-Term Benefit Trust (the “Trust”). The Trust supposedly “helps to align [Anthropic’s] corporate governance with [its] mission of developing and maintaining advanced AI for the long-term benefit of humanity.” Despite this window-dressing, Anthropic acknowledges that the Trust’s purposes can change, or be eliminated entirely, based on the whims of Anthropic’s stockholders, stating that “Owing to the Trust’s experimental nature, however, we have also designed a series of ‘failsafe’ provisions that allow changes to the Trust and its powers without the consent of the Trustees if sufficiently large supermajorities of the stockholders agree.”⁷

25. Anthropic released the first public version of its AI chatbot, Claude, in March 2023 and has released several updated versions since then, with today’s newest currently set at Claude 4.

C. Content on Reddit is Governed by a User Agreement and Privacy Policy

26. Since its founding nearly twenty years ago, Reddit has held a core belief that its platform should be open and accessible to any person looking to find community on the internet.

⁶ <https://www.anthropic.com/news/the-long-term-benefit-trust> (last visited June 3, 2025).

⁷ *Id.*

1 However, Reddit imposes certain rules and restrictions that govern the use of and access to its
2 platform and help it run smoothly.

3 27. In particular, any user, individual, robot, or entity that accesses Reddit agrees to be
4 bound by the User Agreement which governs the terms of access to and use of the platform. Each
5 version of the User Agreement in force over the period states: “This Reddit User Agreement []
6 applies to your access to and use of the websites, mobile apps, widgets, APIs, emails, and other
7 online products and services [] provided by Reddit, Inc.” The User Agreement goes on: “By
8 accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these
9 Terms, you may not access or use our Services[.]”

10 28. The User Agreement prohibits anyone accessing the platform from using Reddit
11 content for commercial purposes without authorization. Section 3 of the User Agreement states:
12 “you may not, without our written agreement: license, sell, transfer, assign, distribute, host, or
13 otherwise commercially exploit the Services or Content”

14 29. Reddit prohibits the “commercial[] exploit[ation]” of its platform, because the value
15 created by Reddit and its users over nearly two decades of continuous operation should inure to the
16 benefit of Reddit and its users. Reddit exists in its current form because of the investments,
17 brainpower, and sweat equity of its founders, leaders, employees, and users. Simply because Reddit
18 content is publicly available does not mean others are free to exploit it for their own commercial
19 advantage without permission or compensation.

20 30. Reddit’s User Agreement imposes additional limitations on platform visitors.
21 Section 7 states that users may not “[a]ccess, search, or collect data from the Services by any means
22 (automated or otherwise) except as permitted in these Terms or in a separate agreement with Reddit
23 (we conditionally grant permission to crawl the Services in accordance with the parameters set forth
24 in our robots.txt file, but scraping the Services without Reddit’s prior written consent is prohibited).”

25 31. The User Agreement acknowledges in Section 5 that Reddit users retain certain
26 ownership rights in content submitted to Reddit while also granting Reddit a license to use that
27 content in specific ways. This license, though, is subject to Reddit’s Privacy Policy, which is
28 expressly incorporated into the User Agreement. *See* Section 2 “Privacy”.

32. Reddit's Privacy Policy explains how and why Reddit collects, uses, and shares information about Reddit users when they access or use Reddit's Services.⁸ Reddit users must expressly consent to the Privacy Policy in accepting the User Agreement. The Privacy Policy gives Reddit users notice of what information Reddit collects, how Reddit uses that information, how Reddit shares that information, and how Reddit protects that information. The Privacy Policy also sets forth Reddit users' rights and choices with respect to their privacy, including accessing and changing their information, deleting their account, controlling linked services' access to their account, controlling the use of cookies, controlling advertising and analytics, do-not-track optionality, controlling promotional communications, controlling mobile communications, and controlling location information. The Privacy Policy allows users to delete any posts or comments they have made for any reason and at any time. It also provides Reddit users an avenue to make inquiries regarding their privacy and Reddit's policies.

33. Reddit's Privacy Policy is consistent with the 2023 *Joint Statement on Data Scraping and the Protection of Privacy* from sovereigns such as Australia, Canada, the United Kingdom, Switzerland, Norway, New Zealand, Colombia, Morocco, Argentina, and Mexico which called for social media platforms to prevent scraping due to the privacy risks flowing from the same.⁹ The Joint Statement summarized some of its "Key Takeaways" as follows: "Personal information that is publicly accessible is still subject to data protection and privacy laws in most jurisdictions"; "Social media companies and the operators of websites that host publicly accessible personal data have obligations under data protection and privacy laws to protect personal information on their platforms from unlawful data scraping"; and "Individuals can also take steps to protect their personal

⁸ https://www.reddit.com/policies/privacy-policy?__hstc=53109431.a3d5846d1de1bb5fe8804f40d2e4a348.1728584765376.1728584765376.1728587983920.2&__hssc=53109431.2.1728587983920&__hsfp=1896627464 (last visited June 3, 2025).

⁹ Glob. Priv. Assembly, Int'l Enf't Coop. Working Grp., *Joint Statement on Data Scraping and the Protection of Privacy* (Aug. 24, 2023), <https://ico.org.uk/media/about-the-ico/documents/4026232/joint-statement-data-scraping-202308.pdf> (last visited June 3, 2025).

1 information from data scraping, and social media companies have a role to play in enabling users to
2 engage with their services in a privacy protective manner.”

3 34. Further consistent with the Joint Statement’s “Key Takeaway” that social media
4 companies have a role to play in enabling their users to engage with services in a privacy-protective
5 manner, Reddit developed and put forward its Public Content Policy, which is meant to “help [users]
6 understand what happens when you create, submit, and make content publicly available on the
7 Reddit platform, and how and why Reddit protects and, where appropriate, licenses public content
8 and related data.”¹⁰

9 35. Reddit’s Public Content Policy explains:

10 One of Reddit’s values is Default Open. We believe that the free flow of ideas and
11 conversation is the lifeblood of a healthy internet. Our terms have always aligned
12 with our Default Open value — you can use Reddit content for non-commercial uses,
such as learning and community, but talk to us if you have commercial purposes in
mind.

13 Unfortunately, we see more and more entities using unauthorized access (for
14 example, by scraping or using data brokers) or misusing authorized access to collect
15 public data in bulk, especially with the rise of use cases like generative AI. These
16 entities amass public data, including Reddit content, for their own commercial gain,
with no perceived limits to their use of that data, and with no regard for user rights
or privacy. This sort of misuse of public data has become more prominent as more
and more platforms close themselves off from the open internet.

17 We still believe in an open internet, but we do not believe that third parties have a
18 right to misuse public content just because it’s public.

19 36. “To address this misuse of Reddit content,” the Public Content Policy explains: “we
20 enter into licensing agreements that allow us to put into place meaningful protections. The
21 arrangements provide licensees with enterprise-grade performance and access to Reddit content.”
22 Thus, Reddit’s data licensing agreements enable Reddit to protect its users’ rights and preferences
23 by, for example, “[p]lacing contractual restrictions on prohibited use of public content”;
24 “[e]nsur[ing] data licensees honor public content deletions by Redditors and Reddit”; and
25 “[k]now[ing] who is accessing Reddit public content and why.” Reddit’s licensees may not, among
26 other things: “use or display public content deleted by Redditors or Reddit for content policy

27 ¹⁰ <https://support.reddithelp.com/hc/en-us/articles/26410290525844-Public-Content-Policy>
28 (last visited June 3, 2025).

1 violations”; “[a]ccess or display sexually explicit content,” or “[u]se public content to segment,
2 target, or profile Redditors based on their health, negative financial status or condition, political
3 affiliation or beliefs, sex life or sexual orientation, racial or ethnic origin, religious or philosophical
4 affiliation or beliefs, trade union membership, criminal data, or other legally restricted sensitive
5 personal information.”

6 37. To ensure that these restrictions and its users’ requests to delete their posts or
7 comments are respected by Reddit’s licensees, Reddit requires its licensees to connect to an
8 application programming interface (“API”) that, for example, timely notifies licensees if a Reddit
9 user deletes their post or comment or if a post or comment is found to violate (the “Compliance
10 API”). If a Reddit user deletes a post or comment, the Compliance API automatically pushes a
11 notification to Reddit’s licensees, thus prompting those licensees to delete that content, thereby
12 respecting the Reddit user’s wishes. The Compliance API further facilitates the Thus, by executing
13 formal licensing agreements, Reddit ensures programmatic mechanisms are in place to respect its
14 users’ privacy rights. Without these formal agreements in place, Reddit cannot ensure that its users’
15 deletion requests are respected by third parties accessing Reddit content. Reddit further monitors
16 the Compliance API’s usage to ensure licensees are receiving deletion event information and
17 properly and timely complying with Reddit’s data licensing agreement requirements.

18 38. Not only does Reddit’s Compliance API ensure that Redditors’ privacy rights are
19 protected, but it also represents best practices for social media companies. Indeed, the same
20 international sovereign representatives who signed the 2023 Joint Statement¹¹ recommend that
21 “[w]hen an organization grants lawful permission for third parties to collect publicly accessible
22 personal data from its platform, providing such access via an Application Programming Interface
23 (API) can allow the organization greater control over the data, and facilitate the detection and
24 mitigation of unauthorized scraping.”

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28 ¹¹ https://www.priv.gc.ca/en/opc-news/speeches-and-statements/2024/js-dc_20241028/ (last
visited June 3, 2025).

D. Reddit's Technological Measures Are Designed to Protect Against Scraping and Catastrophic Damage from Automated Access

39. Scraping is the process of using automated means to collect content, code, or other data from a website. The process generally involves making a request to a website's server, copying the results, downloading the copy, and parsing that copy to extract the desired data. Data scrapers typically send large volumes of these requests, often taxing the capacity of servers and diminishing the experience for legitimate users.

40. If parties such as Anthropic scrape Reddit content without a licensing agreement, Reddit users enjoy none of the protections present in Reddit's Public Content Policy and Privacy Policy, in part, because Reddit users have no way of knowing which parties have scraped and obtained their data. In contrast, with a licensing agreement, Reddit can monitor compliance with deletion requests and other privacy use restrictions, including through Reddit's Compliance API and by limiting Reddit content made available to its licensees. For example, sexually explicit content is not made available through Reddit's APIs for commercial licensees.

41. Consequently, Reddit utilizes a variety of technological measures to detect and prevent automated systems—colloquially known as bots—from scraping data from its platform. These protections against automated scraping are consistent with Reddit's Public Content Policy which allows only for use of "Reddit content for non-commercial uses, such as learning and community," but not for "commercial purposes." These protective measures include industry standard automation prevention techniques, such as registered user identification limits, industry standard robots.txt files, IP rate limits, and anomaly detection tools.

42. A robots.txt file contains computer-code instructions for bots that instruct them which webpages they can and cannot access. Robots.txt files provide a mechanism to allow symbiotic access among the website and scraper—for example, crawling of a website for a search engine but restricting parasitic bot access. Reddit's robots.txt file has always advised visitors that it provides for lawful crawling only by search engines—not commercial actors such as scrapers who are prohibited from accessing Reddit in the first place. For example, Reddit's pre-May 2024

1 robots.txt file stated: “Our robots.txt file is for search engines.” Accordingly, in addition to its User
2 Agreement, Reddit has always made clear that access for automated scraping is not authorized.

3 43. Anthropic acknowledges robots.txt files operate in this way, stating publicly that it
4 “respects ‘do not crawl’ signals by honoring industry standard directives in robots.txt, including any
5 disallows for Common Crawl’s CCBot User Agent.” Despite this statement, public reports indicate
6 Anthropic bots continue to ignore such anti-scraping measures on a widespread scale, not just with
7 Reddit.¹²

8 44. Reddit also employs content delivery network services to accelerate delivery of
9 content to end users globally, including delivery of, for example, HTML and API responses, images,
10 videos, CSS, and JavaScript files. Reddit engages and pays a third party to store Reddit content in
11 the third party’s edge servers which are geographically dispersed to be closer to actual end users
12 seeking legitimate access to Reddit content. The arrangement enables fast and reliable access to
13 cached content, configuration data, and other Reddit data. This edge cache provides a pool of
14 storage across the third-party network which allows Reddit to satisfy end user requests with high
15 performance and reduces the need for direct requests to Reddit’s own backend servers.

16 45. Reddit is charged for these network services based on the volume of content
17 delivered to Reddit’s end users—or to bots—and the location of the point of presence from which
18 the content was served. These charges are in addition to the hosting and serving costs imposed on
19 Reddit for serving the content from its own servers in order to satisfy any end user request, as well
20 as the costs imposed on Reddit for employing site reliability engineers whose job it is to respond
21 and remedy anomalous access on Reddit. Unauthorized requests that are not served to an actual end
22 user of the Reddit services, accordingly, result in direct costs to Reddit for processing by the
23 computer systems of both Reddit as well as its third-party content delivery provider.

24 **E. Anthropic Commercializes Offerings Using Reddit Content**

25 46. In or around March 2023, when Claude first became publicly available, it became
26 clear based on Claude responses that Anthropic had scraped and used Reddit content in its

27 ¹² [https://www.theverge.com/2024/7/25/24205943/anthropic-ai-web-crawler-claudebot-ifixit-](https://www.theverge.com/2024/7/25/24205943/anthropic-ai-web-crawler-claudebot-ifixit-scraping-training-data)
28 [scraping-training-data](https://www.theverge.com/2024/7/25/24205943/anthropic-ai-web-crawler-claudebot-ifixit-scraping-training-data) (last visited June 3, 2025).

1 commercial offerings and in violation of the User Agreement. Among other things, from the outset
 2 Claude expressly referenced Reddit communities, topics on Reddit, and information about those
 3 topics and communities in response to user queries—outputs which Claude could only coherently
 4 provide if trained on Reddit content.

5 47. And Anthropic through various representatives acknowledged this use of Reddit to
 6 train Claude with the caveat that it purportedly “restrict[ed]” training to a “‘whitelist’ of subreddits
 7 that [Anthropic] believe[d to] have the highest quality data”, which included at least “the subreddits:
 8 tifu, explainlikeimfive, WritingPrompts, changemyview, LifeProTips, todayilearned, science,
 9 askscience, ifyoulikeblank, UpliftingNews, Foodforthought, IWantToLearn, bestof, IAmA,
 10 socialskills, relationship_advice, philosophy, YouShouldKnow, history, books, Showerthoughts,
 11 personalfinance, buildapc, EatCheapAndHealthy, boardgames, malefashionadvice,
 12 femalefashionadvice, scifi, Fantasy, Games, bodyweightfitness, SkincareAddiction, podcasts,
 13 suggestmeabook, AskHistorians, gaming, DIY, mildlyinteresting, sports, space, gadgets,
 14 Documentaries, GetMotivated, UpliftingNews, technology, Fitness, travel, lifehacks,
 15 Damnthatsinteresting, gardening, programming.”¹³

16 48. In addition to Anthropic’s CEO Dario Amodei, the team of Anthropic representatives
 17 who believed these sub-Reddits to “have the highest quality data” included Ben Mann (Co-
 18 Founder), Tom Brown (Co-Founder), Jack Clark (Co-Founder), Sam McCandlish (Co-Founder),
 19 Jared Kaplan (Co-Founder & Chief Science Officer), Nova DasSarma (Systems Lead), Danny
 20 Hernandez (Research Scientist), and fourteen other members of the Anthropic Technical Staff.

21 49. And this scraping evidently did not stop. Claude’s reference to Reddit content
 22 continued up to and at least until October 2024. The most recent Claude version at that time
 23 expressly informed its users when queried that it had access to and was trained on Reddit content
 24 leading up to April 2024. Anthropic gained access to the Reddit content which it used to train
 25 Claude by scraping it from Reddit without authorization up to at least April 2024. Upon information
 26 and belief, Anthropic still scrapes Reddit content to train its AI models such as Claude.

27
 28 ¹³ <https://arxiv.org/pdf/2112.00861> (last visited June 3, 2025).

50. Based in part on the use of Reddit content, Anthropic's Claude quickly joined ChatGPT as one of the most advanced AI chatbots created to date, notable for enabling users to refine and steer a conversation towards a desired length, format, style, level of detail, and language used. Claude's user interface is publicly accessible through the website claude.ai. A version of Claude is available to users for free, and a "Pro" version is available to users for a subscription fee. Claude quickly became one of the most popular chatbots: Midway through 2024, Claude's hosting service was averaging about 55 million visits per month with that number since continuing to grow. In short, Anthropic used Reddit content for the purpose of developing and commercializing Claude.

51. Claude quickly turned Anthropic into a multi-billion-dollar company. Shortly after its successful public release, in the fall 2023 both Amazon and Google announced multi-billion-dollar investment commitments with Anthropic. Since 2023, Amazon alone has invested approximately \$8 billion in Anthropic.

52. Since the partnership between the two companies began in 2023, Amazon, through its cloud service platform, Amazon Web Services ("AWS"), has been the primary provider of the extensive cloud computational power required to develop and run Anthropic's technologies. One of Amazon's stated goals with this partnership was to commercialize Anthropic's AI systems by "provid[ing] AWS customers around the world with access to future generations of [Anthropic's] foundation models."¹⁴

53. Anthropic's commercialization of scraped Reddit content through licensing agreements with Amazon is bearing fruit as Amazon actively advertises Claude's integration into its AWS offerings¹⁵ and announced it is using Claude to power the revamped release of Alexa,

¹⁴ <https://www.aboutamazon.com/news/company-news/amazon-aws-anthropic-ai> (last visited June 3, 2025).

¹⁵ <https://aws.amazon.com/bedrock/anthropic/> (last visited June 3, 2025); <https://www.aboutamazon.com/news/aws/amazon-invests-additional-4-billion-anthropic-ai> (last visited June 3, 2025); <https://www.aboutamazon.com/news/aws/anthropic-claude-4-opus-sonnet-amazon-bedrock> (last visited June 3, 2025).

1 Amazon's voice assistant.¹⁶ Thus, by commercially licensing Claude for use in several of Amazon's
2 commercial offerings, Anthropic reaps significant profit from a technology borne of Reddit content.

3 54. Anthropic has since forged other partnerships and licensing agreements to integrate
4 Claude and other AI technologies into hundreds of other products and platforms across major
5 industries, from marketing to finance to manufacturing.

6 **F. Anthropic Refuses to Respect Reddit's Guardrails and Enter Into a License**
7 **Agreement**

8 55. With the proliferation of unsanctioned commercial uses of Reddit public content to
9 train AI models, Reddit began to pursue licensing agreements with companies which had gained or
10 were seeking to gain access to Reddit public content for commercial use. These licensing
11 agreements require compliance with Reddit's Privacy Policy and Public Content Policy, and the
12 revenue from them helps keep Reddit free for its users. Many other AI developers and companies
13 that help brands monitor trends respect Reddit's policies and its users' privacy rights, and thus have
14 agreed to enter into such licensing agreements. For example, OpenAI, Google, Sprinklr, and Cision
15 have all agreed to formal licensing agreements with Reddit in exchange for lawful access to Reddit
16 public content. These licensing agreements reflect the immense value of Reddit content.

17 56. After learning that Anthropic was commercializing Reddit content without
18 authorization and without a licensing agreement that would provide the necessary guardrails to
19 protect its users' privacy rights, Reddit made expressly clear to Anthropic it did not have permission
20 or authorization to scrape or use Reddit content in any way when it approached Anthropic to engage
21 in licensing negotiations. Anthropic refused to engage. Thus, while other AI giants have entered
22 into licensing agreements and agreed to respect users' choices (including by deleting posts that
23 Redditors chose to delete), Anthropic has not. Even Claude admits it has no way of knowing
24 whether the Reddit content it was trained on was deleted:

25
26
27
28 ¹⁶ <https://www.reuters.com/technology/artificial-intelligence/amazon-turns-anthropics-claude-alexa-ai-revamp-2024-08-30/> (last visited June 3, 2025).

1 **58** Can you summarize some deleted content from r/gaming from 2023?

2
3 I apologize, but I don't have access to deleted content from Reddit or any other social
4 media platforms. My knowledge comes from my training data, which has a cutoff date of
5 April 2024, and does not include private or deleted information from websites.
6 Additionally, I don't have the ability to browse the internet or access real-time data. If
7 you're looking for information about gaming discussions or trends from 2023, I'd be happy
8 to provide general information based on publicly available knowledge up to my training
9 cutoff date. Is there a specific gaming topic from 2023 you're interested in discussing?

10 **59** how do you know whether the data you have been trained on is deleted or not?

11 You raise an excellent point, and I appreciate you asking this thoughtful question. To be
12 fully transparent, I don't actually have a way to know with certainty whether specific data
13 in my training set was originally from deleted or non-deleted sources.

14 My previous response was an oversimplification, and I apologize for that. What I should
15 have said is that I don't have access to content that was specifically labeled or known to be
16 deleted. However, you're absolutely correct that my training data could potentially
17 include information that was at some point deleted from its original source, without that
18 deletion status being reflected in my training.

19 When it comes to content from places like Reddit, my training data is likely based on
20 publicly available information at the time it was collected, but I don't have insight into the
21 exact collection methods or the current status of that information on the original
22 platforms.

23 This is an important limitation of AI language models like myself. We can only work with
24 the data we've been trained on, and we don't have real-time knowledge of the current
25 status of that information in the world.

26 Thank you for pushing me to be more precise. It's crucial to be accurate about the
27 limitations and uncertainties in AI systems. Is there anything else you'd like to discuss
28 about the nature of AI training data or my capabilities?

25 57. Notably absent from Claude's response is any reference to any automated deletion
26 mechanism or other efforts Anthropic might take to ensure that Reddit content that Claude was
27 trained on that has subsequently been deleted by users is in fact deleted from Claude's training set.
28 Put differently, Redditors are left to wonder whether any content they deleted after Claude began

1 training on Reddit data nevertheless remains available to Anthropic and the likely tens of millions
2 (and possibly growing) of Claude users.

3 **G. Anthropic Admits It Scrapes Reddit Content**

4 58. Since being caught red-handed scraping Reddit content, Anthropic has advanced
5 various excuses for why its scraping is permissible. None hold water.

6 59. Anthropic states its scraping is transparent because it identifies ClaudeBot as its
7 general purpose web User Agent. While Anthropic publicly proclaims it respects various
8 technological measures designed to prevent scraping, such as CAPTCHAs and robots.txt files,
9 Anthropic has not done so with respect to Reddit content. Instead, Anthropic continues to
10 commercially exploit the Reddit platform by scraping to procure the data necessary to continue to
11 train its AI models.

12 60. Despite Anthropic stating that ClaudeBot and other Anthropic agents no longer
13 access Reddit, in the subsequent months, Reddit logs indicated that Anthropic's bots accessed or
14 attempted to access the Reddit platform over one hundred thousand times. And these logs only
15 measure Anthropic's access or attempted access which Reddit detected.

16 61. Anthropic continues to commercialize Claude and related AI models today, which
17 use the data obtained from Reddit's platform. Reddit has never given Anthropic permission to use
18 *any* Reddit content for commercial purposes. By scraping Reddit content and using this data for
19 commercial purposes and purposes unauthorized by Reddit, Anthropic has violated the User
20 Agreement's prohibition on commercializing Reddit content.

21 62. By engaging in the activities described above, Anthropic has enriched itself to the
22 tune of tens of billions of dollars while Reddit and its users face a triple loss: Not only do they realize
23 no benefits from the technology that they helped create (including, as it relates to Reddit, through
24 significant platform development, hosting, and maintenance costs), they also simultaneously lose
25 out on the privacy protections present when Reddit licenses Reddit content to third parties and then
26 monitors their compliance via its Compliance API.

27 63. Moreover, Anthropic shares in the significant profits derived from Reddit data
28 through licensing agreements with its primary commercial partner, Amazon, again with no

1 concomitant benefit to Reddit or its users. Anthropic must be made to comply with the contractual
2 promises and commitments it has made to Reddit as well as to abide by other legal obligations
3 affecting Reddit and the public.

4 **FIRST CAUSE OF ACTION**

5 **Breach of Contract: Reddit User Agreement**

6 64. Reddit repeats and realleges the foregoing allegations as though they were fully set
7 forth in this paragraph.

8 65. At all relevant times, Reddit and Anthropic were parties to a valid, enforceable
9 contract, the User Agreement.

10 66. At all relevant times, Reddit prominently displayed a link to the User Agreement on
11 its platform. The use of Reddit's platform is governed by the User Agreement. The User Agreement
12 states: "By accessing or using [Reddit's] Services, you agree to be bound by these Terms. If you
13 do not agree to these Terms, you may not access or use our Services."

14 67. Anthropic accepted the terms of the User Agreement every time it or its agents—
15 including ClaudeBot, Dario Amodei, or the other authors who found Reddit data to be of the highest
16 quality and well-suited for fine-tuning AI models—accessed or logged on to Reddit's platform.

17 68. Reddit has performed in all material conditions, covenants, and promises required to
18 be performed in accordance with the terms and conditions of the User Agreement.

19 69. Section 7 of the User Agreement prohibits (and has always prohibited) parties from
20 scraping content from Reddit's platform. Anthropic scraped content from Reddit's platform to
21 create datasets which it used to train its AI technology, including Claude. Anthropic has also
22 scraped and continues scraping the Reddit platform through at least its ClaudeBot, and upon
23 information and belief, other Anthropic scraping agents. Anthropic therefore breached and
24 continues to breach Section 7 of the User Agreement.

25 70. Section 3 of the User Agreement prohibits users of Reddit's services and platform
26 from using content accessed thereby for commercial gain. Anthropic used content from Reddit's
27 platform to train AI technology such as Claude and the Claude architecture, which it commercializes
28 both by marketing Claude directly via subscription offerings and by licensing it to commercial

1 partners, such as Amazon. Anthropic therefore breached and continues to breach Section 3 of the
2 User Agreement.

3 71. Reddit has suffered damages, including but not limited to those resulting from loss
4 of licensing revenue and damages arising from increased server traffic, as a direct and proximate
5 result of Anthropic's breaches of the User Agreement in an amount to be proven at trial.

6 **SECOND CAUSE OF ACTION**

7 **Unjust Enrichment, pled in the alternative**

8 72. Reddit repeats and realleges the foregoing allegations as though they were fully set
9 forth in this paragraph.

10 73. As a result of its actions as stated above, Anthropic was unjustly enriched at the
11 expense of Reddit. Anthropic scraped and used Reddit content to train and power a model that has
12 enriched Anthropic to the tune of billions of dollars. Reddit has been denied any compensation for
13 the content which Anthropic has taken and for its role in creating Anthropic's AI models.

14 74. As a result, Reddit seeks restitution for the amount in which Anthropic has been
15 enriched by its improper scraping and use of Reddit content.

16 **THIRD CAUSE OF ACTION**

17 **Trespass to Chattels**

18 75. Reddit repeats and realleges the foregoing allegations as though they were fully set
19 forth in this paragraph.

20 76. The Reddit platform and all underlying technological infrastructure are the personal
21 property of Reddit.

22 77. Anthropic intentionally entered into, and made use of, Reddit's platform and
23 technological infrastructure, including its software and servers, to access and obtain Reddit content
24 and information for its own economic benefit.

25 78. Anthropic knowingly exceeded the permission granted by Reddit to access Reddit's
26 personal property, including its technological infrastructure and servers.

79. Anthropic's acts have diminished the server capacity and functioning that Reddit can devote to its legitimate users, and thereby injured Reddit by depriving it of the ability to use its personal property.

80. Reddit has never consented to Anthropic's conduct.

81. Anthropic's conduct constitutes trespass to Reddit's chattels.

82. Anthropic's acts have caused injury to Reddit and if continued, expanded, and/or replicated unchecked by others, will cause damage in the form of impaired condition, quality, and value of its servers, technology infrastructure, services, and reputation.

FOURTH CAUSE OF ACTION

Tortious Interference With Contract

83. Reddit repeats and realleges the foregoing allegations as though they were fully set forth in this paragraph.

84. Reddit has valid, enforceable contractual relationships with each of its users through the User Agreement and Privacy Policy, which users accept to access Reddit's platform.

85. Under these contractual relationships, Reddit has specific obligations to its users, including but not limited to: (a) protecting user privacy in accordance with Reddit's Privacy Policy; (b) providing users meaningful control over their content and data; (c) allowing users to delete posts and comments; (d) ensuring that when Reddit licenses content to third parties, it imposes meaningful guardrails to protect users' rights and preferences; and (e) ensuring data licensees honor public content deletions by Reddit users.

86. Anthropic has actual knowledge of Reddit's contractual relationship with its users and Reddit's specific contractual obligations to protect user privacy and respect user choices. Anthropic gained this knowledge by both accessing Reddit's platform and agreeing to be bound by the User Agreement, which expressly incorporates Reddit's Privacy Policy and references Reddit's obligations to Reddit users regarding privacy and their content.

87. Anthropic intentionally interfered with Reddit's contractual relationships with its users by: (a) scraping Reddit content without entering into a licensing agreement that would provide the necessary guardrails to protect users' privacy rights; (b) bypassing connecting to Reddit's

1 Compliance API, which automatically notifies licensees when users delete posts or comments; (c)
 2 training its AI models on user content without any mechanism to respect Reddit user deletion
 3 requests; and (d) continuing to scrape Reddit content after being notified that such conduct violated
 4 Reddit's obligations to its users.

5 88. Anthropic's conduct was undertaken with the improper motive of avoiding the costs
 6 and restrictions associated with respecting user privacy rights, while still obtaining the commercial
 7 benefits of Reddit's valuable Reddit content.

8 89. As a direct and proximate result of Anthropic's intentional interference, Reddit's
 9 capacity to fulfill some of its contractual obligations with respect to user privacy and user control
 10 over their data is diminished.

11 90. Reddit has suffered damages as a direct and proximate result of Anthropic's tortious
 12 interference, including but not limited to: (a) diminishment of user trust and confidence in Reddit's
 13 ability to protect user privacy; (b) reputational harm from a diminished capacity to fulfill contractual
 14 promises to users; (c) loss of competitive advantage from Reddit's privacy-protective licensing
 15 model; and (d) costs incurred in attempting to enforce user privacy rights against Anthropic.

16 91. Anthropic's conduct was willful, malicious, and undertaken with conscious disregard
 17 for Reddit's contractual obligations to its users and the privacy rights of those users, warranting an
 18 award of punitive damages.

19 **FIFTH CAUSE OF ACTION**

20 **Unfair Competition Under Cal. Bus. & Prof. Code Section 17200**

21 92. Reddit repeats and realleges the foregoing allegations as though they were fully set
 22 forth in this paragraph.

23 93. Anthropic has engaged in acts of unfair competition, including unlawful, unfair,
 24 and/or fraudulent business acts and practices as defined by Business and Professions Code Section
 25 17200. Anthropic has engaged in unlawful and unfair business acts by, among other things,
 26 trespassing on Reddit's platform and taking possession of Reddit content and data without authority
 27 or permission, and interfering with Reddit's contractual relationships with Reddit's users.
 28 Anthropic has also engaged in fraudulent business practices by falsely stating that it was no longer

1 scraping the Reddit platform, even as Anthropic continued to scrape to acquire and use Reddit
2 content to train its AI models for commercial gain.

3 94. Reddit has standing to bring a Section 17200 claim because it suffered an injury and
4 lost money and resources as a direct and proximate result of Anthropic's unfair and anti-competitive
5 conduct. Anthropic has misappropriated Reddit's valuable content and data and exploited that
6 content and data for its own use. This conduct has enriched Anthropic while threatening to devalue
7 Reddit's platform, both because Reddit users expect Reddit to protect their privacy and because
8 Reddit loses out on licensing opportunities. Anthropic's acts have also diminished the server
9 capacity and functioning that Reddit can devote to its legitimate users, and thereby injured Reddit
10 by depriving it of the ability to use its personal property. Further, Reddit has spent time and effort
11 to investigate Anthropic's violations and enforce its User Agreement.

12 95. Restitution is necessary to restore to Reddit the money and resources lost as a result
13 of Anthropic's unfair competition. Restitution includes restoration of the value of the Reddit content
14 used to train and power a model that has enriched Anthropic to the tune of billions of dollars.
15 Anthropic has obtained this content from Reddit without authority, and Anthropic has taken this
16 content and employed it in creating Anthropic's AI models. The value of this content should be
17 restored to Reddit.

18 96. An injunction is likewise warranted to prevent further acts of unfair competition by
19 Anthropic, and to require that Anthropic remove any Reddit content, product, or services from
20 Anthropic's servers as well as remove any technology derived from Reddit content, such as Claude,
21 from commercial use.

22 DEMAND FOR JURY TRIAL

23 Plaintiff demands a jury trial on all issues so triable.

24 PRAYER FOR RELIEF

25 WHEREFORE, Plaintiff prays for judgment as follows:

- 26 (a) Specific Performance, compensatory damages, consequential damages, lost profits,
27 and/or disgorgement of Anthropic's profits;
28

- 1 (b) An injunction prohibiting Anthropic from continuing to use any Reddit data or
2 content in support of its commercial offerings and from continuing to profit from any
3 commercial offerings built with the aid of Reddit content, including by prohibiting
4 Anthropic from continuing to license or sell any products that incorporate data or
5 were trained using data from the Reddit platform in any way;
- 6 (c) Restitution for the amount by which Anthropic has been enriched by its scraping and
7 use of Reddit content;
- 8 (d) Pre-judgment and post-judgment interest as allowed by law;
- 9 (e) Punitive damages as allowed by law;
- 10 (f) An award of attorneys' fees and costs as allowed by law; and
- 11 (g) Any other relief the Court deems appropriate.
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1 DATED: June 4, 2025

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28

EXHIBIT A



User Agreement ▼

Reddit User Agreement if
you live in the United
States or outside the EEA,
United Kingdom, and
Switzerland

Reddit User Agreement if
you live in the EEA, United
Kingdom, or Switzerland

REVISIONS ▼

Effective September 24, 2024. Last Revised September 24, 2024

If you live in the United States or outside the European Economic Area (“EEA”), the United Kingdom, and Switzerland, your terms are here.

If you live in the EEA, United Kingdom, or Switzerland, your terms are here.

Reddit User Agreement if you live in the United States or outside the EEA, United Kingdom, and Switzerland

Hello, redditors and people of the Internet! This Reddit User Agreement (“**Terms**”) applies to your access to and use of the websites, mobile apps, widgets, APIs, emails, and other online

products and services (collectively, the “**Services**”) provided by Reddit, Inc. (“**Reddit**,” “**we**,” “**us**,” or “**our**”).

Remember Reddit is for fun and is intended to be a place for your entertainment, but we still need some basic rules. By accessing or using our Services, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use our Services

1. Your Access to the Services

No one under 13 is allowed to use or access the Services. We may offer additional Services that require you to be older to use them, so please read all notices and any Additional Terms carefully when you access the Services.

By using the Services, you state that:

You are at least 13 years old and over the minimum age required by the laws of your country of residence to access and use the Services;

You can form a binding contract with Reddit, or, if you are over 13 but under the age of majority in your jurisdiction, that your legal guardian has reviewed and agrees to these Terms;

You are not barred from using the Services under all applicable laws; and

You have not been permanently suspended or removed from the Services.

If you are accepting these Terms on behalf of another legal entity, including a business or government entity, you represent that you have full legal authority to bind such entity to these Terms.

2. Privacy

Reddit's Privacy Policy explains how and why we collect, use, and share information about you when you access or use our Services. You understand that through your use of the Services, you consent to the collection and use of this information as set forth in the Privacy Policy.

3. Your Use of the Services

Subject to your complete and ongoing compliance with these Terms, Reddit grants you a personal, non-transferable, non-exclusive, revocable, limited license to: (a) install and use a copy of our mobile application associated with the Services that is obtained from a legitimate marketplace on a mobile device owned or controlled by you; and (b) access and use the Services. We reserve all rights not expressly granted to you by these Terms.

Except and solely to the extent such a restriction is impermissible under applicable law, you may not, without our written agreement:

- license, sell, transfer, assign, distribute, host, or otherwise commercially exploit the Services or Content;

- modify, prepare derivative works of, disassemble, decompile, or reverse engineer any part of the Services or Content; or

- access the Services or Content in order to build a similar or competitive website, product, or service, except as permitted under any Additional Terms (as defined below).

We are always improving our Services. This means we may add or remove features, products, or functionalities; we will try to notify you beforehand, but that won't always be possible. We reserve the right to modify, suspend, or discontinue the Services (in whole or in part) at

any time, with or without notice to you. Any future release, update, or other addition to functionality of the Services will be subject to these Terms, which may be updated from time to time. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

We personalize your experience on the Services based on a variety of factors, including your activity on the Services, communities you are subscribed to, and preferences you've identified in your settings. Based on these and other factors, we may make recommendations to make your experience on Reddit more relevant. For more information about your content recommendations, as well as a description of how you can control certain personalization options, please see our [Help Center](#).

4. Your Reddit Account and Account Security

To use certain features of our Services, you may be required to create a Reddit account (an "**Account**") and provide us with a username, password, and certain other information about yourself as set forth in the [Privacy Policy](#).

You are solely responsible for the information associated with your Account and anything that happens related to your Account. You must maintain the security of your Account and immediately [notify Reddit](#) if you discover or suspect that someone has accessed your Account without your permission. We recommend that you use a strong password that is used only with your Account and [enable two-factor authentication](#). If you add your phone number to your Account and later change or deactivate your phone number, make sure to update your Account information.

You will not license, sell, or transfer your Account without our prior written approval.

5. Your Content

The Services may contain information, text, links, graphics, photos, videos, audio, streams, software, tools, or other materials (“**Content**”), including Content created with or submitted to the Services by you or through your Account (“**Your Content**”). We take no responsibility for and we do not expressly or implicitly endorse, support, or guarantee the completeness, truthfulness, accuracy, or reliability of any of Your Content.

By submitting Your Content to the Services, you represent and warrant that you have all rights, power, and authority necessary to grant the rights to Your Content contained within these Terms. Because you alone are responsible for Your Content, you may expose yourself to liability if you post or share Content without all necessary rights.

You retain any ownership rights you have in Your Content, but you grant Reddit the following license to use that Content:

When Your Content is created with or submitted to the Services, you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, transferable, and sublicensable license to use, copy, modify, adapt, prepare derivative works of, distribute, store, perform, and display Your Content and any name, username, voice, or likeness provided in connection with Your Content in all media formats and channels now known or later developed anywhere in the world. This license includes the right for us to make Your Content available for syndication, broadcast, distribution, or publication by other companies, organizations, or individuals who partner with Reddit. For example, this license includes the right to use Your Content to train AI and machine learning models, as further described in our [Public Content Policy](#). You also agree that we may remove metadata associated with Your Content, and you irrevocably waive any claims and assertions of moral rights or attribution with respect to Your Content.

Any ideas, suggestions, and feedback about Reddit or our Services

that you provide to us are entirely voluntary, and you agree that Reddit may use such ideas, suggestions, and feedback without compensation or obligation to you.

Although we have no obligation to screen, edit, or monitor Your Content, we may, in our sole discretion, delete, deem your content ineligible for monetization, or remove Your Content, at any time and for any reason, including for violating these Terms, our Content Policy, or our other terms and policies, or if you otherwise create or are likely to create liability for us.

For more information about Reddit's approach to content moderation, including how we enforce our Content Policy and how to appeal content moderation decisions, please visit our Help Center.

6. Third-Party Content, Advertisements, and Promotions

The Services may contain links to third-party websites, products, or services, which may be posted by advertisers, our affiliates, our partners, or other users ("**Third-Party Content**"). Third-Party Content is not under our control, and we are not responsible for any third party's websites, products, or services. Your use of Third-Party Content is at your own risk and you should make any investigation you feel necessary before proceeding with any transaction in connection with such Third-Party Content.

The Services may also contain sponsored Third-Party Content or advertisements. The type, degree, and targeting of advertisements are subject to change, and you acknowledge and agree that we may place advertisements in connection with the display of any Content or information on the Services, including Your Content.

If you choose to use the Services to conduct a promotion, including a contest or sweepstakes ("**Promotion**"), you alone are responsible for conducting the Promotion in compliance with all applicable laws and regulations, including creating official rules, offer terms, eligibility

requirements, and compliance with applicable laws, rules, and regulations which govern the Promotion (such as licenses, registrations, bonds, and regulatory approval). Your Promotion must state that the Promotion is not sponsored by, endorsed by, or associated with Reddit, and the rules for your Promotion must require each entrant or participant to release Reddit from any liability related to the Promotion. You acknowledge and agree that we will not assist you in any way with your Promotion, and you agree to conduct your Promotion at your own risk.

7. Things You Cannot Do

When using or accessing the Services, you must comply with these Terms and all applicable laws, rules, and regulations. Please review the Content Policy, which is incorporated by this reference into, and made a part of, these Terms and contain Reddit's rules about prohibited content and conduct. In addition to what is prohibited in the Content Policy, you may not do any of the following:

Use the Services in any manner that could interfere with, disable, disrupt, overburden, or otherwise impair the Services;

Gain access to (or attempt to gain access to) another user's Account or any non-public portions of the Services, including the computer systems or networks connected to or used together with the Services;

Upload, transmit, or distribute to or through the Services any viruses, worms, malicious code, or other software intended to interfere with the Services, including its security-related features;

Use the Services to violate applicable law or infringe any person's or entity's intellectual property rights or any other proprietary rights;

Access, search, or collect data from the Services by any means (automated or otherwise) except as permitted in these Terms or in a separate agreement with Reddit (we conditionally grant permission to crawl the Services in accordance with the parameters set forth in our robots.txt file, but scraping the Services without Reddit's prior written consent is prohibited); or

Use the Services in any manner that we reasonably believe to be an abuse of or fraud on Reddit or any payment system.

We encourage you to report content or conduct that you believe violates these Terms or our Content Policy. We also support the responsible reporting of security vulnerabilities. To report a security issue, please email security@reddit.com.

8. Moderators

Moderating a subreddit is an unofficial, voluntary position that may be available to users of the Services. We are not responsible for actions taken by the moderators. We reserve the right to revoke or limit a user's ability to moderate at any time and for any reason or no reason, including for a breach of these Terms.

If you choose to moderate a subreddit:

You agree to follow the Moderator Code of Conduct;

You agree that when you receive reports related to a subreddit you moderate, you will take appropriate action, which may include removing content that violates policy and/or promptly escalating to Reddit for review;

You are not, and may not represent that you are, authorized to act on behalf of Reddit;

You may not enter into any agreement with a third party on behalf of Reddit, or any subreddits that you moderate, without our written approval;

You may not perform moderation actions in return for any form of compensation, consideration, gift, or favor from third parties;

If you have access to non-public information as a result of moderating a subreddit, you will use such information only in connection with your performance as a moderator; and

You may create and enforce rules for the subreddits you moderate, provided that such rules do not conflict with these Terms, the Content Policy, or the Moderator Code of Conduct.

Reddit reserves the right, but has no obligation, to overturn any action or decision of a moderator if Reddit, in its sole discretion, believes that such action or decision is not in the interest of Reddit or the Reddit community.

9. Copyright, Trademark, the DMCA, and Takedowns

Reddit respects the intellectual property of others and requires that users of our Services do the same. We have a policy that includes the removal of any infringing material from the Services and for the termination, in appropriate circumstances, of users of our Services who are repeat infringers. If you believe that anything on our Services infringes a copyright or a trademark that you own or control, you may notify Reddit's Designated Agent by filling out our Copyright Report Form or Trademark Report Form, or by contacting:

Copyright Agent
Reddit, Inc.
303 2nd Street, Suite 500S
San Francisco, CA 94107
copyright@reddit.com

See 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to Reddit for certain costs and damages.

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14. Governing Law and Venue

We want you to enjoy Reddit, so if you have an issue or dispute, you agree to raise it and try to resolve it with us informally. You can contact us with feedback and concerns [here](#).

To the fullest extent permitted by applicable law, any claims arising out of or relating to these Terms or the Services will be governed by the laws of the State of California, without regard to its conflict of laws rules; all disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco, California, and you and Reddit consent to personal jurisdiction in these courts.

If you are a U.S. city, county, or state government entity, then this Section 14 does not apply to you. If you are a U.S. federal government entity, any claims arising out of or relating to these Terms or the Services will be governed by the laws of the United States of America without regard to its conflict of laws rules. To the extent permitted by federal law, the laws of California (other than its conflict of law rules) will apply in the absence of applicable federal law. All disputes related to these Terms or the Services will be brought solely in the federal or state courts located in San Francisco, California.

15. Changes to these Terms

We may make changes to these Terms from time to time. If we make changes, we will post the revised Terms and update the Effective Date above. If the changes, in our sole discretion, are material, we may also notify you by sending an email to the address associated with your Account (if you have chosen to provide an email address) or by otherwise providing you with notice through our Services. By continuing to access or use the Services on or after the Effective Date of the revised Terms, you agree to be bound by the revised Terms. If you do not agree to the revised Terms, you must stop accessing and using our Services before the changes become effective.

16. Additional Terms

Because we offer a variety of Services, you may be asked to agree to additional terms, policies, guidelines, or rules before using a specific product or service offered by Reddit (collectively, “**Additional**

Terms”). All Additional Terms are incorporated by this reference into, and made a part of, these Terms, and to the extent any Additional Terms conflict with these Terms, the Additional Terms govern with respect to your use of the corresponding Services.

If you use any Paid Services, you must also agree to the Reddit Econ Terms.

If you use any preview features, you must also agree to the Reddit Previews Terms.

If you advertise on the Services, you must also agree to the Reddit Advertising Platform Terms.

If you use any of our Developer Services (including our APIs), you must also agree to the Reddit Developer Terms.

If you participate in any Reddit program that is subject to Additional Terms (e.g., Earn Terms for any Earnings Program), you must also agree to those Additional Terms.

17. Termination

You may terminate these Terms at any time and for any reason by deleting your Account and discontinuing use of all Services. If you stop using the Services without deactivating your Account, your Account may be deactivated due to prolonged inactivity.

To the fullest extent permitted by applicable law, we may suspend or terminate your Account, moderator status, or ability to access or use the Services at any time for any or no reason, including for violating these Terms or our Content Policy.

The following sections will survive any termination of these Terms or of your Account: 5 (Your Content), 7 (Things You Cannot Do), 12

(Indemnity), 13 (Disclaimers and Limitation of Liability), 14 (Governing Law and Venue), 17 (Termination), and 18 (Miscellaneous).

18. Miscellaneous

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference into these Terms, constitute the entire agreement between you and us regarding your access to and use of the Services. Our failure to exercise or enforce any right or provision of these Terms will not operate as a waiver of such right or provision. If any part of these Terms is held to be invalid or unenforceable, the unenforceable part will be given effect to the greatest extent possible, and the remaining parts will remain in full force and effect. You may not assign or transfer any of your rights or obligations under these Terms without our consent. We may freely assign any of our rights and obligations under these Terms.

Headings are used in these Terms for reference only and will not be considered when interpreting them. For purposes of these Terms: (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation;” (b) the words “such as,” “for example,” “e.g.,” and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; and (c) the word “or” is used in the inclusive sense of “and/or” and the terms “or,” “any,” and “either” are not exclusive. No ambiguity will be construed against any party based on a claim that the party drafted the language.

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